



राजपत्र, हिमाचल प्रदेश

(असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, शनिवार, २७ मार्च, १९६५/६ चैत्र, १८८७

GOVERNMENT OF HIMACHAL PRADESH
FINANCE DEPARTMENT
NOTIFICATION

Simla-4, the 15th March, 1965

No. 24/17/64-Fin-R&E.—In exercise of the powers vested in him under Rule 12 of the Delegation of Financial Powers Rules, 1958, the Lieutenant Governor, Himachal Pradesh with the prior approval of the Government of India, Ministry of Finance (Department of Revenue) *vide* their letter No. F. 10/38/64-GC-II, dated the 9th February, 1965 is pleased to frame the following rules governing the grant of loans for the rehabilitation of goldsmiths in Himachal Pradesh and repayments thereof:—

HIMACHAL PRADESH GOVERNMENT (DISPLACED GOLD-SMITHS) REHABILITATION LOAN RULES, 1965

1. *Short title and commencement.*—(1) These rules may be called the Himachal Pradesh Government (Displaced Goldsmiths) Rehabilitation Loan Rules, 1965.

(2) They shall come into force at once.

2. In these rules, unless the context otherwise requires:—

(i) “Advisory Committee/Board” means the Committee/Board constituted by the Deputy Commissioner of the District concerned for the consideration and recommendation of applications of goldsmiths for the grant of loans.

(ii) “Lieutenant Governor” means the Lieutenant Governor of Himachal Pradesh.

- (iii) "Competent Authority" means the officer appointed as such by the Lieutenant Governor.
- (iv) "Co-operative Society" means a Co-operative Society of displaced goldsmiths registered as such by the Registrar, Co-operative Societies, Himachal Pradesh.
- (v) "Displaced Goldsmith" means a person who was mainly dependent on the manufacture of gold ornaments for his livelihood for a period of at least one year immediately before the 10th January, 1963 and who now wishes to settle in an alternative occupation.
- (vi) "Family" includes:—
 - (a) Father,
 - (b) Mother,
 - (c) Husband,
 - (d) Wife,
 - (e) Sons,
 - (f) Unmarried daughters:
 Provided that in case the parents/sons are independent of each other/living separately, they should be considered as separate units/families.
- (vii) "General Financial Rules" means the Central Government Compilation of the General Financial Rules (Revised and Enlarged), 1963.
- (viii) "Prescribed form" means such form or forms as may be prescribed by the Lieutenant Governor for the purposes of these rules.
- (ix) "Productive purpose" means small business, or purchase of vehicles which ply for hire, such as scooter-rickshaws, bus and truck or any other avocation as may be accepted by the Lieutenant Governor.

3. *Criteria of eligibility.*—These rules shall not apply to any person:

(1) who, immediately before the 10th January, 1963—

- (a) was earning a major part of his income from allied occupations such as working on silver, stones, etc., or
- (b) was mainly dependent on any other business or occupation as a grocer's shop, cultivation of land and/or rented income or any other business.

or

(2) who, after the 10th January, 1963 continues in the profession as a certified goldsmith (irrespective of whether a certificate has been issued to him or not) or a dealer or an employee or an out-worker of a dealer,

Provided, however, that

- (a) a dealer (licensed or unlicensed) and a refiner (unlicensed) who was mainly dependent on dealing in gold for a period of at least one year immediately proceeding 10-1-1963 and was affected by Gold Control and whose turnover did not exceed Rs. 50,000 in 1962, and
- (b) a certified goldsmith or an employees or outworker of a dealer who wishes to give up the profession of goldsmithy shall be eligible for the application of these rules.

4. *Conditions of eligibility.*—(1) Subject to availability of funds, a displaced goldsmith may be granted a loan for a productive purpose in accordance with these rules, provided:—

the displaced goldsmith, or any member of his family, shall not work as certified goldsmith after the date of actual payment of loan. The competent authority may, however, permit him to do so for a period not exceeding three months immediately following the aforesaid date. No extension of this period will be allowed in any case without the orders of the Lieutenant Governor.

(2) A co-operative society may be granted a loan with due regard to its maximum credit limit as certified by the Registrar, Co-operative Societies, Himachal Pradesh.

5. *Procedure regarding applications for loan.*—(1) An application for loan shall be made to the competent authority in the prescribed form. Applications which are incomplete and are not accompanied by the prescribed documents may be rejected forthwith.

(2) The following documents in the prescribed form shall be furnished alongwith an application for loan, or as soon thereafter as the competent authority may require:—

- (a) mortgage deed of applicant's land/building, machinery, plant, etc.
- (b) mortgage deed of immovable property of a person other than an applicant.
- (c) mortgage deed of machinery, plant, etc., to be purchased with the money loaned by Government.
- (d) security from the applicant or a person other than the applicant, in one of the forms, or if so permitted by the competent authority, partly in one form and partly in another of such forms specified, and subject to the conditions laid down, in rule 274 of the General Financial Rules.

(3) An applicant for loan shall satisfy the competent authority regarding the title or valuation of the property covered by the documents specified in sub-rule (2) and, where necessary, regarding the solvency of the surety with such supporting documents as the competent authority may require. In cases where, for valid reasons, such documents cannot be produced, the competent authority may accept the valuation or solvency certificates, as the case may be, from the following:—

- (a) in the case of land in rural areas, Tehsildar working on the Revenue side,
- (b) in the case of buildings, Executive Engineer, Municipal Engineer, Engineer of a local body or a firm or valuers and architects,
- (c) in the case of machinery, the Director or Deputy Director of Industries, Himachal Pradesh,
- (d) in the case of sureties, the Collector, Member of Parliament or Municipal Commissioner or,
- (e) in any other case, a person authorised by the Lieutenant Governor, in this behalf.

(4) All applications for loan shall be considered initially by the Advisory Committee/Board. After making such enquiries, as may be considered necessary, the Committee/Board will make its recommendation to the Lieutenant Governor whose decision on such applications shall be final.

6. *Amount of Security/Surety.*—The amount of security/surety to be taken shall be regulated in accordance with rule 158 of the General Financial Rules.

7. *Amount of loan.*—(1) The amount of loan which may be granted in an individual case will depend upon the purpose for which the loan is required, size of the family, the surety/security available and compliance of other terms

and conditions. Ordinarily, the amount of the loan may not exceed Rs. 2,000 but on the basis of surety/securities offered either of solvent persons or of property, machinery etc., and the purpose for which the loan is required, the amount of loan may extend to 75% of the surety/security offered or Rs. 5,000 whichever is less, provided that, on the recommendations of the Committee/Board in exceptional cases the aforesaid limit may be raised to the maximum limit of Rs. 5,000.

(2) Notwithstanding anything contained in Rule 6 and sub-rule 1 of this Rule, the loan may be granted upto a sum of Rs. 2,000 on a personal bond. For all loans exceeding this amount surety or security in the forms mentioned in sub-rule 2 of Rule 5 shall be furnished.

8. *Sanction of loan.*—The payment of loan shall be sanctioned by the Lieutenant Governor in the prescribed form setting out all the conditions governing the grant of loans. The loanee shall affix his signature thereunder in token of his acceptance of all such conditions as absolutely binding on him, his heirs, executors, administrators, legal representatives and assigns.

9. *Payment of loan.*—The amount of loan shall be paid to an applicant under the orders of the Lieutenant Governor. Before the amount of loan is paid, the applicant shall, in addition to the documents specified in rule 5, furnish the following documents:—

- (a) an affidavit stating the substantive title to the property and the value thereof,
- (b) an agreement in the prescribed form, and
- (c) municipal or other licences as may be required; provided that in cases where the first instalment of loan does not exceed one thousand rupees, such licenses may be furnished before the second instalment of loan is paid.

10. *Period of repayment of loan.*—Subject to a maximum limit of ten years commencing from the date of disbursement of or the date of disbursement of the last instalment of loan, as the case may be, the period of repayment of loan for the purchases of scooter-rickshaws shall not exceed two years and for other productive purposes such periods as may be fixed by the Lieutenant Governor in consideration of the productive purpose, but not exceeding 8 years from the date of sanction of loan.

11. *Interest.*—Simple interest at such rate as may be fixed by Government from time to time shall be charged on the amount of loan paid under these rules. The interest shall be calculated and recovered in the manner laid down in section II of Chapter 11 of the General Financial Rules.

12. *Insurance.*—A loanee who purchases a motor vehicle with the amount of loan obtained under these rules shall have such vehicle insured in accordance with the rules 208 and 209 *mutatis mutandis* of the General Financial Rules. Any other assets acquired, with the amount of loan obtained under these rules, the value of which exceeds one thousand rupees shall also be got insured in accordance with such procedure as may be prescribed in this behalf.

13. *Recovery of outstanding amounts.*—Any amount of loan, or a part thereof, together with interest thereon which is not repaid within the periods specified in rule 11 or otherwise remains unpaid shall be recovered as arrears of land revenue. A penal rate of compound interest at $2\frac{1}{2}\%$ per annum shall be recoverable on all overdue instalments of interest or principal and interest.

14. *Removal of doubts.*—Where a doubt arises as to the interpretation of any provisions of these rules, the matter shall be referred to the Lieutenant Governor whose decision shall be final and binding on all concerned.

15. *Power to relax.*—Notwithstanding anything contained in these rules, the Lieutenant Governor may, by general or special orders, relax any provision of these rules.

फार्म नं० १

सेवा में,

स्वर्ण नियंत्रण अधिकारी,
हिमाचल प्रदेश, शिमला।

महोदय,

१० जनवरी, १९६३ के पहले, १ साल से भी अधिक समय से मुख्य रूप में सोने के आभूषण बना कर अपनी गुजर करने वाले सोनार की हैसियत से मैं प्रार्थना करता हूँ कि मुझे.....के लिएरुपये

(रु०.....) का कर्ज देने की कृपा की जाये।

मैं इस सम्बन्ध में शपथ पत्र सहित अश्वित सूचना नीचे दिए गये विवरण के अनुसार देता हूँ।

भवदीय

(.....)

पता.....

.....

तारीख.....

हिमाचल प्रदेश राज्य
वित्त विभाग, शिमला

.....के लिएरुपये कर्ज

लेने का प्रार्थना-पत्र.....

१. प्रार्थी का नाम (साफ अक्षरों में)

२. पिता का नाम

३. आयु

४. वर्तमान पता

५. स्थाई पता

६. तहसीलदार या नायब-तहसीलदार द्वारा दिए गए अस्थाई पहिचान प्रमाणपत्र की संख्या व तारीख तथा पहिचान प्रमाण-पत्र की तसदीक की हुई नकल।

७. (क) यदि प्रार्थी ने नियम १२६ एच० एच० के अधीन अपने आप ही सुनार का काम करने के लिए प्रमाण-पत्र जारी किए जाने की प्रार्थना की हो तो

या

(१) अधिकारी (जारी करने वाले प्राधिकारी का नाम लिखें) द्वारा जारी किए गए प्रमाण-पत्र की संख्या व तारीख

(ख) पुनोर्वास के सम्बन्ध में उन्होंने क्या क्या सहायताएं मांगी हैं और कौन सी सहायताएं उन्हें मिली हैं?

८. यदि कारोबार के लिए कर्ज दे दिया जाये तो क्या प्रार्थी सुनार के व्यवसाय को हमेशा के लिए छोड़ देगा और नियम १२६ एच० एच० के अधीन दिया जाने वाला प्रमाण-पत्र (यदि कभी मंजूर हो) जमा करा देगा।

९. प्रार्थी सुनारी के काम के लिए सोना कहां से लेता है सराफ या (Refiner) का नाम और पता

१०. प्रार्थी के कारोबार/व्यवसाय का विवरण और नीचे लिखी अवधि में मासिक आमदनी:—

(क) १०-१-६३ से कम से कम एक वर्ष—

- (१) काम का स्थान और निवास
- (२) कारोबार/व्यवसाय
- (३) मासिक आमदनी
- (४) सराफ का नाम व पता जिसके साथ प्रार्थी का लेन देन रहा हो

(ख) १०-१-६३ के बाद—

- (१) काम का स्थान और निवास
- (२) कारोबार/व्यवसाय
- (३) मासिक आमदनी
- (४) सराफ का नाम व पता जिसके साथ प्रार्थी का लेन देन चल रहा हो, यदि हो तो—

११. वर्तमान कारोबार/व्यवसाय व जिस स्थान पर प्रार्थी यह कार्य कर रहा हो उसका व्योरा।

- (१) स्थान का पता
- (२) मकान मालिक का नाम व पता, मासिक, किराया।

१२. कर्ज मिलने के बाद प्रार्थी जहां पर कारोबार करना चाहता हो उस स्थान का व्योरा

(१) पता

(२) किराया

१३. क्या धार्मी कारोबार किसी के साथ संबंध में करना चाहता है, यदि हाँ तो उसका नाम, पता व संबंधित कारोबार का विवरण दीजिए

१४. जमानती/जमानत का विवरण जो कि धार्मी देना चाहता हो

१५. धार्मी या उसके अधिनस्थों की संपत्ति का विवरण और उसका वर्तमान अधिनस्थ मूल्य

१६. क्या धार्मी ने किसी अन्य मद से कर्ज लिया है यदि हाँ तो उसका विवरण दीजिए

१७. धार्मी जो कारोबार अब करने की सोच रहा है क्या उसका उसे पहले से ज्ञान/अनुभव है

१८. धार्मी जो कारोबार करने की सोच रहा हो उसे किराने अधिनस्थ मालिक अधिनस्थ की संपत्ति जमानती

१९. धार्मी पर अधिनस्थ परिवार के सदस्यों का व्योरा— है?

(पिता, पुत्र, स्त्री, पति, माँ, कुंवारी बहू)

नाम पता आय संपत्ति व्यवसाय अधिनस्थी

क्या सदस्य ने नियम १२६ एच.एच. के अधीन प्रमाण पत्र के लिए प्रार्थना की है, यदि हाँ तो रसीद संख्या या यदि उसे प्रमाण पत्र दे दिया गया हो तो उसकी संख्या व ग्राहक लिखिए

ग्राहक

हस्ताक्षर

नाम

(साफ अक्षरों में)

पूरा पता

शपथ पत्र

मैं इसकी द्वारा निम्नलिखित स्वीकार करता हूँ/शपथ लेता हूँ कि ऊपर दी गई बातें सही जानकारी व विवेकास के अनुसार सत्य हैं और कोई संपत्ति व संबंधी बात छिपी या छिपाई नहीं गयी है।

हस्ताक्षर

नाम

(साफ अक्षरों में)

पूरा पता

FORM No. 2

PERSONAL BOND

I.....son of Shri.....
 resident of.....
having taken, as a displaced goldsmith, a rehabilitation
 loan of Rs..... (Rupees.....
) from the President of India, under the
 Himachal Pradesh Displaced Goldsmiths Rehabilitation Loan Rules,
 1965
 hereby promise to pay to the competent authority for and on behalf of the
 President of India, the said sum of Rs..... with
 interest at the rate of..... in five equated yearly
 instalments of Rs..... each on the
 dates as specified below:—

.....

And I hereby agree that in case I fail to pay up any one of the said
 instalments on the due date it shall become payable at once and may be
 recovered from me as arrears of land revenue.

The Stamp Duty, if any, payable on this Deed will be paid by the Govern-
 ment.

Signature.

Witnesses:

- 1.....
- 2.....

FORM No. 3

MORTGAGE DEED

This Mortgage made at the.....day of.....
one thousand nine hundred and sixty.....
 between.....
 (hereinafter collectively referred to as "The Mortgagor" which expression
 shall, unless the context does not so admit, include his/their respective heirs,
 executors administrators and assigns) of the one part and the President of
 India (hereinafter referred to as "The Mortgagee" which expression shall,
 unless the context does not so admit, include his successors and assigns)
 of the other part.

WHEREAS the Mortgagor is/are seized and possessed of and otherwise
 well and sufficiently entitled to the machinery, the plant, the land heredita-
 ments and premises situated lying and being at.....

 and more particularly described in the Schedule hereunder written.

AND WHEREAS the Mortgagors applied to the Mortgagee for a loan
 of Rs..... for.....

AND WHEREAS the Mortgagee has agreed to advance to the Mortgagors the said sum of Rs. in the manner and upon terms and conditions hereinafter stated.

NOW THIS MORTGAGE WITNESSETH AS FOLLOWS

1. In pursuance of the said agreement and in consideration of the sum of Rs. (Rupees.) paid in the first instance to the Mortgagors by the Mortgagee on or before the execution of these presents (the receipt whereof the Mortgagors doth/do hereby admit and acknowledge and of and from the same doth/do hereby release and discharge to the Mortgagee) the Mortgagors doth/do hereby covenant with the Mortgagee that the Mortgagors will repay to the Mortgagee the said sum of Rupees. (hereinafter referred to as the principal sum) with interest thereon at the rate of per cent per annum within a period of years from this date by equal instalments of Rs. each for principal, the first of such instalments to be paid on the day of one thousand nine hundred and sixty and the subsequent instalments to be paid on the day of each subsequent and that the Mortgagors shall in the meantime and so long as any part of the principal sum of Rupees. shall remain owing pay interest to the mortgagee at the rate of per cent per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by—payments, the first of which payments shall be made on the day of 196 . and subsequent payments shall be made on the day of each subsequent until the whole sum of Rupees. is paid off. The interest on the principal amount of Rs. or the balance thereof as the case may be shall be paid at the rate of per annum along with each instalment of the repayments of the principal amount.

2. In future pursuance of the said Agreement and for the consideration aforesaid, the Mortgagors doth/do hereby assign, transfer, mortgage and assure unto the Mortgagee all his/their undertakings, all his/their property and assets, present and future, the present assets are more particularly set out in the Schedule hereunder written, including the name and description of the property to be acquired or purchased with the said loan and which undertaking, property, and the said assets are hereinafter, for the sake of brevity called "The Mortgaged properties" and all the estate, right, interest, claim and demand of the Mortgagors into and upon the Mortgaged properties TO HAVE AND TO HOLD THE SAME UNTO THE Mortgagee absolutely subject to the proviso for redemption hereinafter contained and subject to the right of Mortgagors to deal with the same in the ordinary course of business but not otherwise. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagors doth/do hereby grant, convey, transfer, mortgage and assure unto the Mortgagee all Machinery plant and the piece or parcel of land of ground situated, lying and being at and more particularly described in the Schedule hereunder written TOGETHER with all the houses, out houses, edifices, building, yards, constructed on a plot of land on lease from for years, wells, compounds, paths, water courses, sewers ditches, drains, tree plants, lights, liberties,

easements, profits, privileges, advantages, rights, appurtenances to the said land, hereditaments and premises or in any way appertaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto AND TOGETHER also with all the right, title, interest claim and demand whatsoever of the Mortgagors into and upon the said piece or parcel of land hereditaments and premises or any part thereof (hereinafter collectively referred to as the "Mortgaged properties" TO HAVE AND TO HOLD THE same unto the use of the Mortgagee absolutely subject to the proviso for redemption hereinafter contained.

3. PROVIDED ALWAYS AND IT IS HEREBY agreed and declared that if the Mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rs..... together with interest thereon and shall pay all the costs, charges and expenses of the Mortgage and of incidental to this Mortgage an Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagors reassign and retransfer the mortgaged properties unto the Mortgagors or as they may direct and in the meantime and until default be made by the Mortgagor in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Mortgagors shall remain in the possession or receipt of the rent and profits of the said land hereditaments and premises.

4. The said principal sum of Rs.....or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events:—

- (a) If the Mortgagors shall fail to pay any instalments of the principal sum on the respective due dates in the manner aforesaid, as and when it may become due and payable.
- (b) If the Mortgagors shall make default in payment of any instalment of interest on the respective due dates as hereinbefore provided.
- (c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.
- (d) If the Mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his/their part to be observed and performed.
- (e) If the mortgagors shall cease to carry on business for any reason whatsoever.
- (f) If the Mortgagors or either of them are or is adjudicated insolvent.
- (g) If any portion of the aid given has been misapplied.
- (h) If the application on which the aid has been granted contained or was accompanied by any material statement by the owner which he knew to be false or any intentional concealment by him of any material fact which in the opinion of the officer appointed by the Lieutenant Governor, Himachal Pradesh to perform the functions of a competent authority under the Himachal Pradesh Displaced Goldsmiths Rehabilitation Loan Rules, 1965 (hereinafter referred to as the "Competent Authority)," it was his duty to disclose.
- (i) If the industry is being managed in such a manner as to endanger the repayment of the aforesaid loan.

5. As soon as the principal sum or the balance thereof shall become payable and the security enforceable under the last preceding clause, the Mortgagee shall be entitled (without being bound to do so) to take possession

of the Mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagors or any other person whatsoever claiming under the Mortgagors.

6. If default shall be made in repayment of principal sum and the interest due thereon or any part thereof on the days and in the manner aforesaid or if the security hereby constituted becomes enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882, all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum of or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the Purchase money or the properties sold and for any other moneys paid to the Mortgagees shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that if the amount realised by the Mortgagee by the said sale of the Mortgaged property falls short of the amount due under the Mortgagee, the Mortgagor shall continue to be liable for payment of the balance due from him with interest thereon.

7. AND IT IS HEREBY AGREED AND DECLARED THAT whenever any instalment of principal sum or interest shall be in arrear the same may be recoverable from the Mortgagor in the same manner as an arrear of land revenue under the provisions of Land Revenue Act and any amendments thereof; Provided always that this clause shall not affect other rights, powers and remedies of the mortgagee.

8. The Mortgagor doth hereby covenant with the Mortgagee as follows:

- (a) That the Mortgagor has now good right and full power to grant, convey mortgage and transfer the said mortgaged properties hereinbefore expressed to be hereby granted, conveyed and transferred as aforesaid free from all claims liens and encumbrances and that the Mortgagor and every other person having and claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof the Mortgagor and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring the said mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required;
- (b) that the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the Mortgagor;
- (c) that the mortgagors will so long as any of the principal sum or any interest secured by these presents shall remain unpaid and the Mortgagees shall have not taken possession of the Mortgaged

easements, profits, privileges, advantages, rights, appurtenances to the said land, hereditaments and premises or in any way appertaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto AND TOGETHER also with all the right, title, interest claim and demand whatsoever of the Mortgagors into and upon the said piece or parcel of land hereditaments and premises or any part thereof (hereinafter collectively referred to as the "Mortgaged properties" TO HAVE AND TO HOLD THE same unto the use of the Mortgagee absolutely subject to the proviso for redemption hereinafter contained.

3. PROVIDED ALWAYS AND IT IS HEREBY agreed and declared that if the Mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rs..... together with interest thereon and shall pay all the costs, charges and expenses of the Mortgage and of incidental to this Mortgage an Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagors reassign and retransfer the mortgaged properties unto the Mortgagors or as they may direct and in the meantime and until default be made by the Mortgagor in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Mortgagors shall remain in the possession or receipt of the rent and profits of the said land hereditaments and premises.

4. The said principal sum of Rs.....or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events:—

- (a) If the Mortgagors shall fail to pay any instalments of the principal sum on the respective due dates in the manner aforesaid, as and when it may become due and payable.
- (b) If the Mortgagors shall make default in payment of any instalment of interest on the respective due dates as hereinbefore provided.
- (c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.
- (d) If the Mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his/their part to be observed and performed.
- (e) If the mortgagors shall cease to carry on business for any reason whatsoever.
- (f) If the Mortgagors or either of them are or is adjudicated insolvent.
- (g) If any portion of the aid given has been misapplied.
- (h) If the application on which the aid has been granted contained or was accompanied by any material statement by the owner which he knew to be false or any intentional concealment by him of any material fact which in the opinion of the officer appointed by the Lieutenant Governor, Himachal Pradesh to perform the functions of a competent authority under the Himachal Pradesh Displaced Goldsmiths Rehabilitation Loan Rules, 1965 (hereinafter referred to as the "Competent Authority)," it was his duty to disclose.
- (i) If the industry is being managed in such a manner as to endanger the repayment of the aforesaid loan.

5. As soon as the principal sum or the balance thereof shall become payable and the security enforceable under the last preceding clause, the Mortgagee shall be entitled (without being bound to do so) to take possession

of the Mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagors or any other person whatsoever claiming under the Mortgagors.

6. If default shall be made in repayment of principal sum and the interest due thereon or any part thereof on the days and in the manner aforesaid or if the security hereby constituted becomes enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882, all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum of or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the Purchase money or the properties sold and for any other moneys paid to the Mortgagees shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that if the amount realised by the Mortgagee by the said sale of the Mortgaged property falls short of the amount due under the Mortgagee, the Mortgagor shall continue to be liable for payment of the balance due from him with interest thereon.

7. AND IT IS HEREBY AGREED AND DECLARED THAT whenever any instalment of principal sum or interest shall be in arrear the same may be recoverable from the Mortgagor in the same manner as an arrear of land revenue under the provisions of Land Revenue Act and any amendments thereof; Provided always that this clause shall not affect other rights, powers and remedies of the mortgagee.

8. The Mortgagor doth hereby covenant with the Mortgagee as follows:

- (a) That the Mortgagor has now good right and full power to grant, convey mortgage and transfer the said mortgaged properties hereinbefore expressed to be hereby granted, conveyed and transferred as aforesaid free from all claims liens and encumbrances and that the Mortgagor and every other person having and claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof the Mortgagor and afterwards of the person or persons requiring the same execute and do all such assurances and acts for further and more effectually assuring the said mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required;
- (b) that the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other moneys now due or which may hereinafter be borrowed by the Mortgagor;
- (c) that the mortgagors will so long as any of the principal sum or any interest secured by these presents shall remain unpaid and the Mortgagees shall have not taken possession of the Mortgaged

properties carry on and conduct the business of the Mortgagors in a proper and efficient manner and for that purpose;

- (i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properties expressed to be hereby assured;
- (ii) will keep the said mortgaged properties insured against loss or damage by fire, riots civil commotion and marine risks to their full insurable value with some insurance office to be approved by the Competent Authority and will make all payments required for the purpose as and when the same become due and payable and will on demand produce to the said Competent Authority the policy or policies of the insurance and the receipt or receipts for such payment and will apply all moneys received by the Mortgagors under any such insurance in making good any such loss or damage;

Provided that if default shall be made by the Mortgagor in insuring or keeping the mortgaged properties insured as aforesaid then and so often as the same shall happen it shall be lawful (but not obligatory) for the said Competent Authority on giving 24 hours notice to the Mortgagor to insure and keep insured the mortgaged properties to their full insurable value and the Mortgagor will on demand repay to the Mortgagee every sum of money expended for that purpose by the Competent Authority with interest at the rate and in a manner aforesaid from the time same respectively shall have been so expended and that until such repayment the same shall be a first charge upon the mortgagor properties.

- (iii) will duly and punctually pay, perform and observe all rents, rates, taxes, assessment, outgoings, covenants and obligations which are to be paid, observed or performed by the Mortgagors in respect of the said mortgaged properties or otherwise howsoever;
- (d) that the Mortgagor will permit the Mortgagee or any persons authorised by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the mortgaged properties and render them or any such assistance as may be required for any part of the purpose aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor or the Mortgaged properties or any part thereof he or they shall require;
- (e) that the Mortgagor shall utilise the amount of the said loan for and for no other purpose;
- (f) that the Mortgagor shall comply with general or special orders of the Lieutenant Governor, Himachal Pradesh, relating to the inspection of premises, buildings, plant or stock in trade employed for the purpose of the industry;
- (g) that the Mortgagor shall make such provision for the training of apprentices as may be prescribed by the Lieutenant Governor;
- (h) that the Mortgagor shall permit the inspection by person authorised by the Lieutenant Governor of all accounts relating to the industry.

- (i) that the Mortgagor shall submit the accounts relating to the industry to such audit as may be prescribed by the Lieutenant Governor;
- (j) that the Mortgagor shall furnish in the manner prescribed by the Lieutenant Governor full returns of all products manufactured and sold by him as regards description and quantity;
- (k) that the Mortgagor shall maintain accounts in the manner prescribed by the Lieutenant Governor;
- (l) that the Mortgagor shall furnish such statement as the Lieutenant Governor may require from time to time;
- (m) that the Mortgagor agrees in case the security hereunder given suffers depreciation in value by any cause whatsoever to make up the deficiency by granting further and additional security to the extent necessary;
- (n) that the Mortgagor shall not appropriate as profits of the industry any sum until after the following sums have been paid :—
 - (i) an amount considered reasonable by the Lieutenant Governor, for depreciation or obsolescence of plants and buildings;
 - (ii) an amount not less than 25% of the net surplus available after provision for depreciation or obsolescence to be utilised for payment to a sinking fund for the purpose if repayment of the loan granted;
 - (iii) the interest due on the loan according to the rate prescribed in the Agreement;
- (o) that the property being hereby Mortgaged shall remain in trust with the Mortgagor so long as the aforesaid loan of Rs. with the interest thereon, is not repaid. It is further agreed and declared that the Mortgagor shall not dispose of the mortgaged property either in whole or in part so long as the aforesaid loan is not fully repaid.

9. The mortgagor and the mortgagee do hereby further agree that the stamp duty, if any, payable on this deed will be paid by the Government.

Schedule attached.

In witness where of the Mortgagor has/have set his/their hand(s) and the President of India has for and on his behalf caused the Deputy Commissioner District to set his hand the day and the year first above-written.

Signature of the Mortgagor.

Signed by
in the presence of:—

- (1)
- (2)

Signed by (Name and Designation, for
and on behalf of the President of India.
in presence of):—

Signature and designation

- (1)
- (2)

FORM No. 4

BOND WITH A SURETY OF SECURITY BOND

Whereas I/we
s/o of (address)

.....have taken a loan of Rs.....
from the President of India through.....

Whereas I/we have requested Shri.....
s/o.....of (address).....
.....to stand surety for us for the repayment of
the said loan and the said Shri.....
(Guarantor) has agreed to so stand surety for the repayment of the said loan.

Now this bond witnesses as under:—

1. That I/we(Loanee) the aforesaid, acknowledge my/our indebtedness to the President of India for the sum of Rs.....taken on loan today from the said President which I/we hereby promise to pay by instalments as agreed upon and as mentioned below with interest thereon at.....(rate).

Amounts.....

Period.....

Name of Place

Dated.....

Witnesses:

(1)

(2)

Signature(s)

2. In consideration of the said loan of Rs.....by the President of India to the said Shri.....(Loanee) I.....
.....(Guarantor) s/o
of (address).....hereby
stand as surety for the repayment of the said loan with interest at the rate and periods aforementioned. In case the aforesaid Shri/M/S.....
.....(Loanee) shall fail to pay the said sum as agreed by
him/them, I the said.....(name of guarantor)
shall without objection pay the said dues of the said Shri.....
(Loanee) on demand and the same shall be recoverable from me as arrears of land revenue. I further agree that the provisions of clause 5 of the Agreement executed by Shri.....(Loanee)
in regard to the reference of disputes etc. to arbitration shall *mutatis mutandis* apply to this bond.

Name of Place

Witnesses: (1)

Dated

(2)

Signature.

FORM No. 5

AFFIDAVIT

Affidavit of Shri.....s/o Shri.....
resident of.....
Proprietor/partner of the firm styled as M/S.....

I,.....above named take oath and solemnly affirm
and declare as under:—

1. That I undertake to stand a surety for Shri/M/S.....
for loan of Rs.....(Rupees.....)
sanctioned to the aforesaid Shri/M/S.....
by the.....

2. That the property known as house No.....
Plot No./Shop No.....situated at.....

..... VALUED Rs.....
 (Rupees.....) charges is exclusively
 owned by me and is free from all encumbrance/legal or otherwise
 as such I am in a position to stand surety for the aforesaid Shri/M/S.....
 3. That I am the proprietor/Partner of the firm known as M/S...
and my annual income is Rs.....
 and necessary income-tax is being paid by me as assessed by the Income-tax
 Department. That the total investment in the said business is Rs.....
 and as such I am in a position to stand surety for Shri/M/S.....
against a loan of Rs.....
 sanctioned to the said Shri/M/S.....
 4. That I shall not dispose off the above property/business concern till
 the said loan of Rs.....(Rupees
), is fully paid with interest by the said Shri/M/S.....

Name of Place.....

Date.....

Deponent

VERIFICATION

I solemnly affirm and declare that the above affidavit of mine is true to the
 best of my knowledge and belief and nothing has been concealed therefrom
 and no part of it is false.

Verified at.....day of.....196 .

Deponent.

FORM No. 6

AGREEMENT FORM

AN AGREEMENT made the.....day of.....196...
 between the President of India (hereinafter called the "Grantor" which
 expression where the context so admits shall include his successors in office
 and assigns) of the one part AND.....son of.....
resident of.....
(hereinafter called "the Grantee" which expression
 where the context so admits shall include their/his/her/its heirs, executors,
 administrators, representative and permitted assigned/successors) of the other
 part.

WHEREAS the President of India has sanctioned a loan of Rs.....to
 the Grantee* (payable in the instalments specified in the schedule hereto) for
 the purpose of.....
 on the conditions laid down in rules/orders regulating grants to assist small
 business in the Union Territory of Himachal Pradesh.

AND WHEREAS under the aforesaid rules/orders the Grantee is required to
 execute an agreement.

NOW THIS AGREEMENT WITNESSETH as follows:—

1. The Grantor shall grant to the Grantee a loan of Rs.....
2. In consideration of the loan granted to the Grantee by the Grantor
 as aforesaid (which loan shall hereinafter be referred to as the said

*The words within brackets be scored out if the grant is paid in one lump
 sum.

grant) the Grantee hereby covenants with the Grantor as follows:—

- (i) That the Grantee shall abide by and carry out all the rules/orders regulating the grant of loans and all subsequent amendments hereof or additions therein (hereinafter called 'the Rules/Orders') and any conditions imposed by the Order sanctioning the grant.

- ** (ii) That the Grantee will spend and utilize the said grant for the purpose for which it is granted within a period of from the date of receipt of the grant.

Or

- *** (iii) That the Grantee will spend and utilize every instalment of the said grant for the purpose for which it is granted under the Rules before the next instalment falls due failing which the grantor may withhold the payment of any instalment.

- (iv) That the Grantee will apply the said grant solely for the purpose for which it is given and not for any other purpose except with the previous consent in writing of the General Control Officer, Himachal Pradesh.

- (v) That the said Grant will bear interest at the rate as may be fixed by Government from time to time. The Grantee will repay the said grant with interest by equal annual instalments of Rs. each falling due on the date specified below—

.....	1966
.....	1967
.....	1968
.....	1969
.....	1970

Such annual payments will be made at any Treasury of Himachal Pradesh and the receipt obtained thereof from the Treasury Officer be presented to the competent Authority for record.

- (vi) That the Grantee will maintain accounts in the manner prescribed by the Grantor and will submit the accounts to such audit as may be prescribed by the Grantor.
- (vii) That the Grantee will comply with general or special orders of the Grantor relating to the inspection of premises.
- (viii) That the Grantee will furnish within such time as may be fixed by Grantor statements, returns and reports prescribed by the Grantor relating to all products manufactured and sold by him as regards description and quantity.
- (ix) That the Grantee will not appropriate as profits of the business for which the said grant has been made until after the following sums have been paid:—
- (a) an amount not less than 25% of the net surplus available after provision for depreciation or obsolescence to be utilised for payment to a sinking fund for the purpose of repayment of the said grant; and
- (b) the interest due on the said grant according to the rate prescribed heretofore.
- (x) That the Grantee will not sell, mortgage or otherwise alienate, change or assign the tools and machinery, without the previous sanction in writing of the grantor.

**To be used when the grant is made in lump sum.

***To be used when a grant is paid in instalments.

(xi) The grantee will keep the machinery and other assets purchased with the grant referred to above in good working condition and will carryout the repairs and renewals as directed by the grantor from time to time without undue delay at his own cost, and will get them insured against loss by fire, accident, theft etc.

3. PROVIDED ALWAYS and it is hereby agreed that in any of the following cases, namely:—

- (a) When the Grantee commits a breach of any of the covenants herein contained or fails to fulfil any other condition that may have been laid down by the Grantor.
- (b) When the Grantee fails to take sufficient measures to safeguard the plant, machinery and other assets etc., from loss by fire, accident, through an insurance policy for the same or fails to maintain the same in an efficient condition.
- (c) When the portion of the grant has been mis-applied.
- (d) When the application on which the grant has been sanctioned contained or was accompanied by any material statement by the owner which he knew to be false or any intentional concealment by him of any material fact which it was his duty to disclose.
- (e) When the business is being managed in such a manner as to endanger the repayment of the value of the loan granted thereto it shall be lawful for the Grantor to terminate the said grant or portion of the grant as the case may be at once without any notice and to recover the amount due thereunder with costs of recovery as arrears of land revenue.

4. AND IT IS HEREBY FURTHER AGREED between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Government.

5. All disputes and differences arising out of or in any wise touching or concerning this indenture (except those the decision whereof is otherwise hereinbefore provided for) shall be referred to the sole arbitration of any person nominated by the Lieutenant Governor, Himachal Pradesh or in case his designation is changed or his office is abolished, to the sole arbitration of any person nominated by the officer who for the time being is entrusted, whether or not in addition to other functions, with the functions of the Lieutenant Governor by whatever designation such officer may be called. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with matters to which this indenture relates and that in the course of his duties as such Government servant he has expressed views on all or any of the matter in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties.

In witness where of the President of India has caused (name and designation) to set his hand the day in the year first above referred to.

Signed by (name and designation) for and on behalf of the President of India.

In the presence of:—

1.
2.

Signed by the Grantee (Name and address)

In the presence of:—

1.
2.

FORM No. 7
ORDER GRANTING A LOAN UNDER THE HIMACHAL PRADESH
(DISPLACED GOLDSMITHS) REHABILITATION LOAN RULES,
1965

No..... Dated the.....
I. The sum of Rs.....(Rupees.....
.....) is granted to Shri..... a displaced
goldsmith, calling.....son of.....Shri.....
resident at.....as loan under Lieutenant
Governor, Order No.....dated the.....for
the purpose of.....subject to the following conditions:—

(i) The loan is subject to and governed by the Himachal Pradesh (Dis-
placed Goldsmiths) Rehabilitation Loan Rules, 1965.

(ii) That if it shall appear to the satisfaction of the Himachal Pradesh
that any portion of the loan has been misapplied to any other pur-
pose than that specified above, the whole amount of the loan paid to
the aforesaid Shri.....with
interest payable thereon and cost shall be recoverable summarily
without notice as arrears of land revenue.

II. (i) That the loan shall bear interest as may be fixed by Government
from the date of disbursement and shall be repaid with interest by equal
annual instalments of Rupees.....falling due on the dates
specified below provided that in case of timely repayment and proper utilis-
ation of the loan a reduction of 1% in the rate of interest will be allowed.

.....	1966
.....	1967
.....	1968
.....	1969
.....	1970

(ii) Such annual payments shall be made at any Treasury of Himachal
Pradesh/State Bank of India and triplicate copy of challans submitted to the
competent authority.

(iii) If default in payment of any instalment of principal or interest
occurs or if the aforesaid.....should contravene
any of the conditions under which the loan is granted the unpaid balance of
the loan and interest shall be recoverable at once without any notice.

III. That the machinery and other assets purchased with the loan referred
to above shall be maintained in good working order and that repairs and re-
newals as directed by the Lieutenant Governor, Himachal Pradesh from time
to time shall be carried out without undue delay at the cost of the owner.
Failure to comply with such orders shall render the loan and interest accrued
thereon recoverable summarily as arrears of land revenue. The loan shall
also be liable to be declared closed, and the amount thereof and interest
thereon shall be recoverable summarily as arrears of land revenue if at any
time the assets are found to have materially deteriorated.

Dated.....196.....Signature of the Officer granting loan.

I have understood and agreed to the aforesaid terms and conditions.

Dated.....196.....Signature of Borrower.

By order,
S. C. BHATNAGAR,
Finance Secretary and Gold Control Officer.